

A. G. Contract No. KR98 1611TRN  
ADOT ECS File: JPA 98-115  
Project: CM-GIL-0(7)P/SS434 03D  
Section: Advanced Traffic  
Management System

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE TOWN OF GILBERT

THIS AGREEMENT is entered into 25 SEPTEMBER, 1998,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between  
the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION  
(the "State") and the TOWN OF GILBERT acting by and through its MAYOR and TOWN  
COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
  2. The Town is empowered by Arizona Revised Statutes Section 9-240 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.
  3. Congress has authorized appropriations for, but not limited to, the design of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.
  4. Such project within the boundary of the Town has been selected by the Town and has been submitted to the Federal Highway Administration ("FHWA") for approval.
  5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the Town by reason of federal law and regulations under which funds for the project are authorized to be expended.
- =====

NO. 22699  
Filed with the Secretary of State  
Date Filed: 09/25/98

Betty Gayles  
Secretary of State

By Nicky D. Greenewold

6. The work embraced by this agreement and the estimated project costs are as follows: Design Advanced Traffic Management System.

Estimated Design Cost	\$ 90,000.00
Federal Aid Funds @ 94.3%	\$ 84,870.00
Gilbert Town Funds @ 5.7%	\$ 5,130.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The cost of the analysis and design work covered by this agreement is to be borne by FHWA and the Town, each in the proportion prescribed and determined by FHWA.

2. Therefore, the Town agrees to set aside funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. The State will reimburse the Town with federal funds for design work addressed under this agreement at 94.3% of the project cost.

4. The Town will provide any required preliminary engineering and planning studies, the environmental analysis and design of the project. As required by the FHWA, the State will provide design review of the project plans, studies and related documents, and when appropriate provide comments which will be incorporated into the design documents.

5. The Town may request the State, as authorized agent for the Town, and all at Town expense, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such work may consist of, but is not specifically limited to, the review and approval of the Town prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the Town, and at no cost to the State) and such other related tasks essential to the achievement of the objectives of this agreement.

6. Should some unforeseen conditions or circumstances increase the cost of said work required, by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in the project.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The Town assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007


Town of Gilbert  
Town Manager  
1025 S. Gilbert Road  
Gilbert, AZ 85296-3401

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF GILBERT, ARIZONA

STATE OF ARIZONA  
Department of Transportation

By   
CYNTHIA DUNHAM  
Mayor

By   
PETER L. ENO  
Contract Administrator

ATTEST

By   
CATHY TEMPLETON  
Town Clerk

RESOLUTION

BE IT RESOLVED on this 30th day of June 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Gilbert for the purpose of defining responsibilities for the design of improvements to an Advanced Traffic Management System.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read "D. Allocco", is written over a horizontal line.

DAVID ALLOCCO, Manager  
Engineering Technical Group  
for Mary E. Peters, Director

RESOLUTION NO. 1969 \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND COUNCIL OF  
THE TOWN OF GILBERT, APPROVING THE U.S.  
DEPARTMENT OF JUSTICE LOCAL LAW ENFORCEMENT  
GRANT AWARD.**


WHEREAS, the U.S. Department of Justice, Bureau of Justice Assistance has approved an award in the amount of \$44,779 under the Fiscal Year 1998 Omnibus Appropriations Act (Pub. L. 105-119).

Whereas, the use of these funds will be to provide two full-time Records Clerks for the Gilbert Police Department.

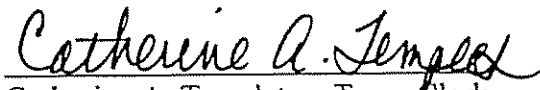
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Gilbert that it hereby:


1. Approves the receipt of the Criminal Justice Enhancement Funds, and
2. Appoints the Counseling Supervisor as agent of the Town of Gilbert to conduct all negotiations, execute and submit all documents including but not limited to applications, agreement, amendments, billing statement, and so on which may be necessary for completion of the aforementioned project.

PASSED AND ADOPTED by the Mayor and Council of the Town of Gilbert, Maricopa County, Arizona this 1st day of Sept. 1998.

  
Cynthia L. Durham, Mayor

ATTEST:

  
Catherine A. Templeton, Town Clerk  
APPROVED AS TO FORM:

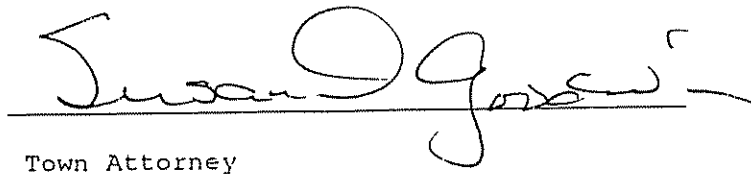
  
Martinez & Curtis, P.C.  
Town Attorney  
By: Susan D. Goodwin

JPA 98-115

APPROVAL OF THE GILBERT TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF GILBERT and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 3 day of September 1998.

  
Town Attorney



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2997

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-1611TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE September 21, 1998.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/15400

Enc.